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TO
SUBCONTRACT SCHEDULE

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SUBCONTRACT NO. NCI-2-PROFORMA-01

UNDER

PRIME CONTRACT NO. DE-AC36-99GO10337

CONTRACTING PARTY: MIDWEST RESEARCH INSTITUTE
NATIONAL RENEWABLE ENERGY LABORATORY
DIVISION

SUBCONTRACTOR: *

ADDRESS: *

SUBCONTRACT TITLE: "NEXT GENERATION NATURAL GAS VEHICLE (NGNGV)
PHASE II: VEHICLE INTEGRATION PROJECT"

TYPE OF SUBCONTRACT: FIXED PRICE – PRICE PARTICIPATION

PERIOD OF PERFORMANCE: EXECUTION THROUGH TWENTY-FOUR (24) MONTHS

SUBCONTRACT AMOUNT:

<u>NREL AMOUNT</u>	<u>SUBCONTRACTOR PRICE PARTICIPATION</u>	<u>TOTAL AMOUNT</u>
\$.00 (*.*%)	\$.00 (*.*%)	\$.00 (100%)

PAYMENT TERMS: NET *

**SUBCONTRACTOR'S
REMITTANCE NAME
AND ADDRESS:** *

**FUNDED AMOUNT AND
TASK CHARGE NUMBER:** \$* -- *

SUBCONTRACT NO. NCI-2-PROFORMA-01

BETWEEN

MIDWEST RESEARCH INSTITUTE

NATIONAL RENEWABLE ENERGY LABORATORY DIVISION

AND

*

SCHEDULE

INTRODUCTION

THIS SUBCONTRACT is effective upon execution by the Midwest Research Institute, National Renewable Energy Laboratory Division and is between the Midwest Research Institute, acting through its National Renewable Energy Laboratory Division (hereinafter called "NREL") and * (hereinafter called "Subcontractor"), whose principal offices are located in *.

Midwest Research Institute has entered into Contract No. DE-AC36-99GO10337 (hereinafter called "Prime Contract") with the Department of Energy (hereinafter called "DOE"), an agency of the U.S. Government (hereinafter called "Government"), for the operation and management of the National Renewable Energy Laboratory.

This subcontract is entered into in furtherance of the performance of the work provided for in the Prime Contract.

AGREEMENT

NOW, THEREFORE, the parties hereto agree to the following terms and conditions:

ARTICLE 1 - THE WORK TO BE PERFORMED

- A. The Subcontractor shall perform the work generally described as "Next Generation Natural Gas Vehicle (NGNGV) Phase II: Vehicle Integration Project", and specifically provided for in Appendix A, Statement of Work, attached hereto and made a part hereof, pursuant to the provisions of this subcontract.
- B. Specific deliverables, quantities, due dates, reporting requirements, and addresses are set forth in Appendix A hereto.

ARTICLE 2 - THE PERIOD OF PERFORMANCE

The period of performance under this subcontract shall commence upon the execution date of this subcontract and shall be completed twenty-four (24) months after such date; provided, however, that this period may be extended for additional periods by mutual written agreement of the parties.

ARTICLE 3 - PRICE AND PAYMENT

- A. In full consideration of the Subcontractor's performance hereunder, NREL shall pay the Subcontractor the prices stipulated in B below, less any deductions provided in this subcontract. The total price for performance and receipt and acceptance of all deliverables under this subcontract is \$*.
- B. Payments will be made by NREL upon receipt and acceptance of the following deliverables in the amount specified:

<u>Occurrences</u>		<u>Amount</u>	
1.	Deliverable #1	\$	*
2.	Deliverable #2	\$	*
etc.			
Total Price:		\$	*

Said payments shall be made after receipt of and acceptance by NREL of the specified deliverables above and upon submission by the Subcontractor of an invoice, in a form satisfactory to the Subcontract Administrator in accordance with the article entitled "Invoices"; provided, however, that said payments shall not be deemed to prejudice any rights which NREL may have by law or under other provisions of this subcontract.

- C. The total amount to perform the work identified in Appendix A, Statement of Work (SOW), is \$*. Out of this amount, NREL will pay a firm fixed price amount of \$*, and * the Subcontractor [Optional: "and its lower-tier subcontractor(s)"], will pay price participation in the amount of \$*. To demonstrate this price participation, the following is provided:

NREL Subcontract	Subcontractor's	Total Price
<u>Firm Fixed Price</u>	<u>Price Participation</u>	<u>of SOW Effort</u>
\$*	\$*	\$*

- D. Pursuant to the article entitled "Limitation of Price and Subcontractor Obligations" of this Schedule, the amount of \$*.00 has been allotted and is available for payment of the fixed payments numbered * specified in Paragraph B above under this subcontract. The allotted amount will cover Deliverables No. * under Appendix A, Statement of Work, which deliverables shall be completed on or before **/**/02.

ARTICLE 4 - LIMITATION OF PRICE AND SUBCONTRACTOR OBLIGATIONS

- A. Funds available for performance are described in Article 3 - Price, Payment, Limitation of Payment Obligations. The amount of funds available at award is not considered sufficient for the performance required for any tasks under Appendix A, Statement of Work other than the deliverables specified in Article 3 - Price, Payment, and Limitation of Payment Obligations. When additional funds are available for the subcontract, NREL shall, not later than the date specified in Article 3, unless a later date is agreed to, so notify the Subcontractor in writing. NREL shall also modify the amount of funds described in Article 3, Paragraph D as available for subcontract performance.

- B. NREL is not obligated to the Subcontractor for any amount over that described in Article 3, Paragraph D as available for subcontract performance.
- C. The Subcontractor is not obligated to incur costs for the performance required for effort associated with deliverables not designated as being covered by the available funds unless and until written notification is received from the Subcontract Administrator of an increase in availability of funds. If so notified, the Subcontractor's obligation shall increase only to the extent subcontract performance is required for the additional deliverables for which funds are made available.
- D. If this subcontract is terminated under the "Termination for Convenience of NREL" clause, "total subcontract price" in that clause means the amount available for performance of this subcontract, as in Paragraph A above, plus any amount established as the cancellation ceiling. "Work under the subcontract" in that clause means the work under deliverable requirements for which funds have been made available. If the subcontract is terminated for default, NREL's rights under this subcontract shall apply to the entire requirement.
- E. Notification to the Subcontractor of an increase or a decrease in the funds available for performance of this subcontract under another article or clause (e.g., an "Option" or "Changes" clause) shall not constitute the notification contemplated by Paragraph A of this article.

ARTICLE 5 - SUBCONTRACTOR ACQUIRED PROPERTY AND TITLE

Unless otherwise specified herein, all materials, supplies, and equipment shall be procured with funds allocated as the Subcontractor's Price Participation. Therefore, title to such materials, supplies, and equipment shall remain with the Subcontractor. The retention of title to such materials, supplies, and equipment with the Subcontractor shall be subject to the conditions below.

- A. The Subcontractor shall not charge depreciation, amortization, or use charges for the materials, supplies, and equipment under any other Federal Government contract, subcontract, cooperative agreement, or grant, either currently or in the future.
- B. Said materials, supplies, and equipment shall be used for the benefit of research and development under this subcontract and any extension hereto.

ARTICLE 6 - APPLICABLE DOCUMENTATION

In addition to the terms and conditions contained in this Schedule, the following documents are attached hereto and made a part of this subcontract:

- A. Appendix A, entitled "Statement of Work", dated *.
- B. Appendix B-2, entitled "Standard Terms and Conditions", dated 07/24/00.
- C. Appendix C-1 or C-2, entitled "Intellectual Property Provisions", dated 10/22/98.

- D. Appendix D-1, entitled "Clauses for Subcontracts Exceeding \$500,000", dated 10/01/00.
- E. Appendix F, entitled "Small Business Subcontracting Plan", dated *.
- F. Subcontractor's technical proposal number * dated *, together with any revisions, is hereby incorporated by reference. In the event there is a conflict between the Subcontractor's technical proposal and any other provisions of this subcontract, the latter shall prevail.

ARTICLE 7- ORDER OF PRECEDENCE

Any inconsistency in this subcontract, shall be resolved by giving precedence in the following order:

- A. This Schedule;
- B. Statement of Work (Appendix A);
- C. Standard Terms and Conditions (Appendix B-2);
- D. Intellectual Property Provisions (Appendix C-1 or C-2);
- E. Clauses for Subcontracts Exceeding \$500,000 (Appendix D-1);
- F. Small Business Subcontracting Plan (Appendix F);
- G. Other provisions of this subcontract whether incorporated by reference or otherwise; and
- H. The Subcontractor's technical proposal, if incorporated in this subcontract by reference or otherwise.

ARTICLE 8 - RIGHTS TO PROPOSAL DATA

Except for technical data contained on pages (*) of the subcontractor's proposal dated * which are asserted by the Subcontractor as being proprietary data, it is agreed that, as a condition of the award of this subcontract, and notwithstanding the provisions of any notice appearing on the proposal, the Government and NREL shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this subcontract is based.

ARTICLE 9 - SUBCONTRACT ADMINISTRATION RESPONSIBILITIES

- A. Signature Authority: This subcontract may only be modified by a formal modification signed by an authorized official of NREL.
- B. Subcontract Administration Responsibilities: The authorized official of NREL has designated * as the Subcontract Administrator for this subcontract with the responsibilities for subcontract administration and negotiation of any modifications to this subcontract. The Subcontract Administrator's telephone number is 303.275.*.

- C. Technical Monitoring Responsibilities: The authorized official of NREL has designated * as the Technical Monitor for this subcontract with the responsibilities of monitoring the technical work or services to be performed under this subcontract. The Technical Monitor does not have the authority to make any commitments or authorize any changes which may affect the subcontract's price, scope of work, terms, or conditions. Any such changes shall be referred to the Subcontract Administrator designated in Paragraph B above. The Technical Monitor's telephone number is 303.275.*.

ARTICLE 10 - KEY PERSONNEL

- A. It having been determined that the individuals, whose names appear below, are necessary for the successful performance of this subcontract, the Subcontractor agrees to assign or have assigned such individuals to the performance of the work under this subcontract and shall not reassign or remove any of them without the consent of the Subcontract Administrator by modification to this subcontract:

<u>Name</u>	<u>Project Title</u>	<u>Telephone No.</u>
*	*	*

- B. Whenever, for any reason, one or more of the designated key personnel designated above, is unavailable for assignment for work under this subcontract, the Subcontractor shall, with the approval of the Subcontract Administrator, replace such individual with an individual of substantially equal abilities and qualifications.

ARTICLE 11 - INVOICES

Invoices for work accomplished under this subcontract shall be submitted in an original and one copy to:

National Renewable Energy Laboratory
Attn: *
1617 Cole Boulevard
Golden, CO 80401-3393

To facilitate processing and payment each invoice shall include as applicable the following: (1) the date of the invoice, (2) the subcontract number which appears on the cover sheet of this subcontract, (3) the occurrence number associated with the requested payment as contained in Article 2 or a description of the supplies, or services covered by the invoice; and (4) any other information or documentation required by other provisions of this subcontract.

Payments under this subcontract shall be made in accordance with the payment terms and to the Subcontractor's remittance name and address shown on the cover sheet of this subcontract. Final payment under this subcontract shall be made upon receipt of any required patent clearance from DOE.

The payment terms of this subcontract shall mean net days from the date of receipt of an acceptable invoice or the date of receipt and acceptance of all deliverables, reporting requirements or closeout documentation covered by the invoice, whichever is later.

The Subcontractor shall submit its invoices in reasonable detail in accordance with the funds allotted and available for payment and with the payment schedule contained in Article 3, showing the total fixed price invoiced both currently and cumulatively. An authorized representative of the Subcontractor shall sign the following certification on each invoice submitted for payment:

"I certify that this invoice is correct and proper for payment, and payment for this amount has not and will not be received under any other Government contract or subcontract or other source of Government funds. I further certify that the level of price participation established under the terms and conditions of this subcontract is being met in the performance of this subcontract.

Authorized Official

Date"

The Subcontractor is hereby notified that NREL may withhold payment on invoices submitted, if the Subcontractor has failed to comply with or is delinquent in the submission of the reporting or deliverable requirements under this subcontract associated with the fixed price payment, until such time as the Subcontractor has complied or submitted such reporting or deliverable requirement.

ARTICLE 12 - PUBLIC DISCLOSURE

- A. Publicity release of any nature in connection with this subcontract shall not be made by the Subcontractor without prior review and approval of the NREL Subcontract Administrator.

[The following paragraph shall apply to Large Businesses and Foreign Entities only:]

- B. The Subcontractor should particularly note that all papers and documents which are required for submittal and distribution for patent clearance under this subcontract should first be submitted to the Department of Energy, Intellectual Property Law Division, Chicago Operations Office, 9800 South Cass Avenue, Argonne, Illinois 60439 prior to distribution to the public. This requirement of patent clearance prior to publication of all Subcontractor's reports is specifically required and set forth in Appendix C hereof.

ARTICLE 13 – SMALL BUSINESS (LOWER-TIER) SUBCONTRACTING PLAN

The Subcontractor's Small Business (Lower-tier) Subcontracting Plan, dated *, is hereby incorporated as Appendix F in this subcontract. The Subcontractor hereby agrees to submit the "Subcontracting Report for Individual Contracts" (Standard Form 294) semi-annually during subcontract performance for the periods ended March 31st and September 30th, based on the Government's fiscal year (October 1 through September 30). A separate report is required at subcontract completion in accordance with the instructions on the form. The "Subcontracting Report for individual Contracts" is due on or before the twenty-fifth (25th) day of the month following the close of the applicable period. The Subcontractor shall also submit the "Summary Subcontract Report" (Standard Form 295) annually for the twelve months ended September 30th, at the close of each Government fiscal year and in accordance with the instructions on the form. The original plus two (2) copies of these reports shall be submitted to the subcontract administrator.

The reports shall be sent to the following address:

National Renewable Energy Laboratory
Attn: [Subcontract Administrator]
Contracts and Business Services
1617 Cole Boulevard
Golden, CO 80401-3393

ARTICLE 14 - INTEGRATION

This subcontract contains the entire understanding between the parties, and there are no understandings or representations except those set forth or incorporated by reference herein. No subsequent modifications of this subcontract shall be of any force or effect unless in writing signed by a duly authorized official of NREL.

IN WITNESS WHEREOF, the parties hereto have executed this subcontract as of the date fully signed below.

ACCEPTED: *

AUTHORIZED: MIDWEST RESEARCH INSTITUTE
NATIONAL RENEWABLE ENERGY LABORATORY DIVISION

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____